IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO. 1418 OF 1984

M/s. Nirlon Synthetic Fibres
& Chemicals Ltd., .. Plaintiff.

vs.

Universal Link and
Agencies & Ors. .. Defendants.

Mr. Naushad Engineer i/by M.J. & Madan
for the plaintiff.
Mr. B.B. Gupta for defendants.

CORAM : S.U.KAMDAR, J.

DATE : 13th January,2006.

P.C.

. The present suit is filed for recovery of Rs. 59,142 along with interest at the rate of 18% on the principal amount of Rs. 45,112.20. It is the case of the plaintiff that under letter dated 22.1.1980 the plaintiff appointed the defendants as authorised distributors for their V-Belts and Fan-Belts for Northern territories on various terms and conditions as set out therein. By further correspondence dated 13.2.1980 and 8.7.1980 some of the terms and conditions of the appointment were

modified. On 20.8.1980 it was recorded that the plaintiff will grant certain discount to the defendant no. 1. It is the case of the plaintiff that pursuant to the said arrangement arrived at the plaintiff supplied the goods to the defendant from time to time and the defendant was required to make payment. It is the case of the plaintiff that as on 31.3.1982 on the foot of the account there was due and payable by the defendant to the plaintiff a sum of Rs. 45,112.20 along with interest at the rate of 18% per annum. The statement of account was forwarded by letter dated 7.4.1983. The plaintiff called upon the defendants to make payment of the said amount. The amount is not paid and accordingly the present suit is filed for recovery of the amount of Rs. 45,112.20 for the period from 31.3.1982 to 22.12.1983 with further interest at the rate of 18% per annum.

2. The plaintiff has tendered the original documents and the xerox copies of the original documents. The original documents are perused and the xerox copies are taken on record and originals are returned to the plaintiff. There is no written statement filed by the defendants. The learned counsel appearing for the defendants seeks to file written statement today i.e. after a period of 22 years of the filing of the suit. I am not inclined to accept the written statement on record after such

a considerable delay. There is no explanation for non-filing of the written statement for the entire period of 22 years. In spite of the aforesaid, I offered the defendants that the written statement could be taken on record subject to the defendant paying cost of approximately Rs. 20,000/-. However, the learned counsel appearing for the defendants declines to pay cost and take the written statement on record.. In that light of the matter, the written statement is not taken on record. There is no defence to the suit and accordingly decree is passed for the sum of Rs. 59,142.00 with further interest at the simple rate of 12% per annum from the date of the suit till payment and/or realisation.